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Sent via UPS
November 1, 2010

Clerk of Court
United States District Court
for the Northern District of
California San Jose Division
280 South 1st Street
San Jose, CA 95113

FILED
NOV 02 2010
RICHARD J. HERRINGTON
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
CV

Re: *The NVIDIA GPU Litigation Case No. 08-cv-04312-JW*

Dear Sir or Madam:

Please find enclosed the following documents concerning the above referenced case:

- Objection to the settlement of the above referenced case by Chase A. Thompson
- Letter of Notice of Intention to Appear at the fairness hearing scheduled for December 20, 2010 by attorney Charles M. Thompson

Thank you for your assistance. Please feel free to contact me if you need any further information.

Very truly yours,

Charles M. Thompson

CMT/cmc

cc: Jeff S. Westerman
Milberg LLP
One California Plaza
300 South Grand Avenue
Suite 3900
Los Angeles, CA 90071

Robert P. Varian
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

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NORTHERN DISTRICT OF CALIFORNIA

Re: Notice of Intention to Appear
The NVIDIA GPU Litigation Case No. 08-cv-04312-JW

Dear Sir or Madam:

Please accept this request by the undersigned Charles M. Thompson, as attorney for Chase A. Thompson, a class member who has received notification of this subject class settlement by direct contact from the settling parties to appear at the Fairness Hearing. The undersigned attorney intends to appear at the subject settlement hearing now scheduled for December 20, 2010 and will speak on behalf of said Chase A. Thompson in complaining about the inadequacy, unfairness and will speak in support of the objection filed in this cause on behalf of said class member. It is anticipated that said presentation will take no longer than fifteen (15) minutes.

Very truly yours,

Charles M. Thompson

CMT/cmc

cc: Jeff S. Westerman
Milberg LLP
One California Plaza
300 South Grand Avenue
Suite 3900
Los Angeles, CA 90071

Robert P. Varian
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105

1 **IN THE UNITED STATES DISTRICT COURT FOR THE**
2 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

3
4
5 **The NVIDIA GPU LITIGATION**

Case No.: 08-cv-04312-JW

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7
8
9 **OBJECTION TO SETTLEMENT**

10 **COMES** Chase A. Thompson ("Thompson") by counsel of record and does
11
12 file this his Objection to Settlement and alleges in support thereof as follows:

13 **Objections**

- 14 1. The Proposed settlement is objectionable for the following reasons:
- 15 2. The proposed settlement is neither fair, adequate nor reasonable for
- 16
17 at least the following reasons:
- 18 3. This objector/class member presently owns a Dell Inspiron
- 19
20 9400/E1705, which has always struggled with heat and performance issues. It has
- 21 been unusable for some time. This objector has not made a habit of keeping
- 22 receipts for repair work or replacement parts and therefore has no such items to
- 23 substantiate a claim. Having knowledge of computers to a significant degree, this
- 24 objector has attempted to repair the subject computer without success. In just the
- 25 last year because of overheating issues, the laptop computer has become unusable.
- 26
27
28

1 Before same occurred, your objector formatted the hard drive, bought Windows 7
2 thinking it would help and installed new RAM. All of it did not help and has
3 been quite expensive and troubling to your objector. The class settlement in this
4 case does not afford any compensation for the type of repair efforts and expense
5 associated with all this work. Your objector stopped using it because it became
6 very slow, very hot and continuously shut down because of overheating. The
7 computer cost over \$1,400 (see attached) and only worked well for a short time.
8 Dell was never able to assist me in repairing or causing it to become workable.
9 Your objector has not only wasted over \$1,400, but has also paid out at a minimum
10 another \$500 for repair efforts. Now your objector learns that it was a faulty chip
11 to begin with that the settling Defendants were aware of and all along this objector
12 and others were struggling with this issue while the Defendants turned their back
13 on the consumers.

14
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16
17
18 4. This objector's information required under the class notice is as
19 follows:
20

21 Chase A. Thompson
22 6885 Hwy 79 North
23 Pinson, AL 35126
24 Tel 205-568-6836
(Signature of attorney suffices)

25 None of the settling parties or their attorneys are to contact this class member. He
26 has counsel and contacting said class member must be accomplished through his
27
28

1 legal counsel in this case.

2 5. The deficiencies in said settlement are as follows:

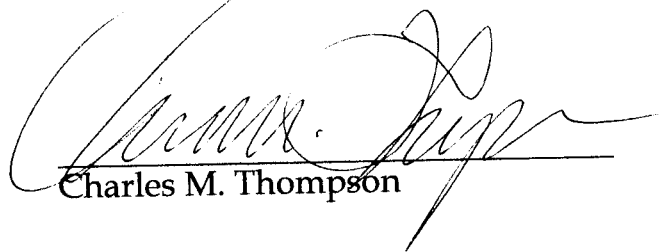
- 3
- 4 a) There is no value set for the settlement and without a value the Court
- 5 cannot determine if the settlement is adequate nor can the Court
- 6 under the law approve any attorneys' fee application for class
- 7 attorneys.
- 8 b) The notice is so complex and written with such legal and technical
- 9 sophistication as to be difficult to understand to the ordinary
- 10 consumer. Furthermore, the benefits to the class are not clarified
- 11 sufficiently. The notice should be more "plain-spoken."
- 12 c) Your objector/class member has had extreme difficulty in remedying
- 13 the problem he has had with his Dell Computer. He has tried many
- 14 "fixes" which all were not beneficial. Your class member/objector
- 15 has spent substantial monies in trying to get his computer fixed and
- 16 now learns that the NVIDIA chip was the fault all along. Your
- 17 objector/class member asserts therefore that the expenses that he and
- 18 other class members have been put to in attempting fixes to their
- 19 computers are not being adequately provided for in the settlement.
- 20 d) The settlement has been negotiated so that very little will be paid to
- 21 the class since most consumers do not retain receipts or proof of
- 22 purchase, and this objector as well as other class members can only
- 23 receive compensation or replacement upon proof of purchase. The
- 24 proof of purchase and other claims' proof are unnecessary since the
- 25 Defendant has a record of most, if not all, class members. This is
- 26 proved out because your objector/class member hereunder received a
- 27 notice that he was part of the class. Such information was obviously
- 28 generated by the Defendants' own records.
- e) The release to the Defendant(s) is so broad that the Defendant is receiving releases of matters not in dispute and not known to class members.
- f) The amount to be paid to class representatives in the amount of up to \$50,000 per class member is exorbitant and in and of itself is due to be denied and thereby terminate the subject settlement. Further, said payment amount is obvious evidence that the class representatives,

1 along with the class attorneys, are sacrificing the interests of the class
2 for their own personal welfare.

- 3 g) Your objector/class member has from time to time assisted other
4 individuals in rectifying problems with their computers and has
5 personal knowledge that other computers have the same chip
6 problem as the settlement NVIDIA chip. Hence, your objector
7 complains that the settlement does not include all affected computer
8 models. Apparently the settlement was negotiated to get the
9 Defendant to agree to a narrow scope of computer models so that
10 Defendant would not be required to adequately fund an appropriate
11 class' settlement yet allow the attorneys for the class to make
12 substantial monies.
- 13 h) The designated damage period for the computers in question is too
14 narrow. As stated above, your objector/class member is aware of
15 other models that have the same problem and a negotiated narrowing
16 by the settling parties has kept a narrow percentage of defective
17 computers subject of the settlement.
- 18 i) For the replacement of a computer, the settlement requires that the
19 affected class members do without their computer because of the
20 wrongs of the chip manufacturers. There is no provision for class
21 members to be compensated in their work or missed usage of their
22 computer while they are doing without their computers due to the
23 way the settlement in question has been negotiated. Replacement
24 parts and replacement computers have been engineered by the
25 settling parties so that the class members continue to suffer the lack of
26 use of a computer with no provision in the settlement to benefit the
27 class members for said loss.
- 28 j) The fee amount that the attorneys for the class are expecting is
unwarranted and excessive. The record does not support any amount
of fees and expense reimbursement that said attorneys are expected to
seek. The record is virtually barren of legally required support for
any expected class counsel fee.
- k) This objector/class member further adopts any other bona fide
grounds of objection that are material and worthy as filed by other
objectors in this cause.

1 6. Your objector further reserves the right to amend his objection based
2 upon review of additional documents and matters in this case.
3

4 Respectfully Submitted,
5

6 
7 Charles M. Thompson

8 **OF COUNSEL:**

9 Charles M. Thompson, P.C.
10 5615 Canongate Lane
11 Birmingham, AL 35242
12 Phone: (205) 995-0068
13 Fax: (205) 995-0078
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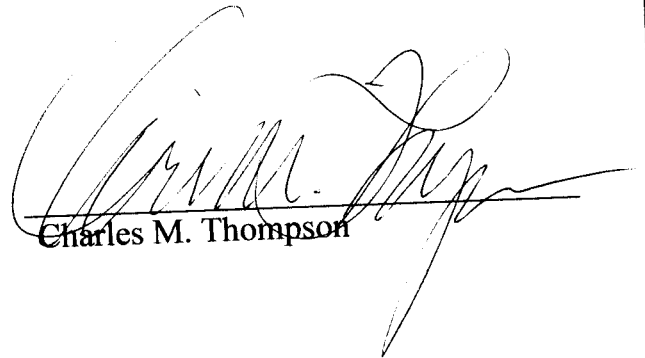
CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all counsel of record by UPS Overnight Delivery on this the 1st day of November, 2010 to:

Clerk of Court
United States District Court
for the San Jose Division
280 South 1st Street
San Jose, CA 95113

Jeff S. Westerman
Milberg LLP
One California Plaza
300 South Grand Avenue
Suite 3900
Los Angeles, CA 90071

Robert P. Varian
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105



Charles M. Thompson

☐ Order Confirmation**Order Number(s):** 966528467

(Please note: There may be more than one order number assigned to you.)

Customer Number: 30622239**Estimated Ship Date:** Tuesday, May 23, 2006

(Exceptions include Buy today, Ships today system purchases.)

☐ Order Price Summary

Sub-Total	\$1,371.00
Shipping Discount	-\$49.00
Shipping	\$ 0.00
Tax	\$82.27
Total	\$1,453.27

☐ Online Support☐ Payment Method

Pay with one credit/debit card online

☐ Payment Method**Bill To**☐ Shipping Method

3-5 Day Delivery

☐ Shipping Method**Ship To**

Chase Thompson
6017 May Avenue
Pinson, AL 35126
(205) 2967142 (work)

Chase Thompson
6017 May Avenue
Pinson, AL 35126
(205) 2967142 (work)
(205) 2967142 (home)

☐ [View Order Confirmation](#)

☐ [View Invoice](#)

Important

- **Please save this order confirmation.** To ensure that your order is complete and accurate please compare this confirmation to your invoice and/or packing slip.
- Please note that Dell cannot be responsible for pricing or other errors, and reserves the right to cancel any orders arising from such errors.
- YOUR ORDER IS SUBJECT TO DELL'S [Standard Business Terms of Sale](#).
- **If your order includes a service contract**, please see [Dell Service Contracts](#) for details about your contract.
- **If you paid by Dell Preferred Account or credit card**, a charge for the amount above was submitted to your card issuer and will be charged when your system or item ships.
- **Orders may be shipped in separate boxes and at different times.** Estimated ship dates indicate when the carrier will pick up the order(s). If an unexpected shipping delay occurs, we will notify you and provide a revised ship date. Estimated delivery dates can take up to 5 additional business days depending on shipping method. You must sign for your shipment when it is received.
- **Log into [My Account](#) to check order status**, print an invoice or packing slip, and see order history. Note that your invoice may not be available online until 24 to 48 hours after shipment.

Thanks again for choosing Dell!

Order Details

Order detail [View Order Confirmation](#)

Inspiron E1705

Intel® Core Duo Processor T2400
(1.83GHz/667MHz FSB), Genuine Windows®
XP Media Center Edition 2005

Qty: 1

Unit Price: **\$2,121.00**

Inspiron E1705	Intel® Core Duo Processor T2400 (1.83GHz/667MHz FSB)	ZD18HN	[222-1023]
LCD Panel	17 inch UltraSharp Wide Screen UXGA Display with TrueLife	17UXGAS	[320-4559]
Memory	1GB Shared Dual Channel DDR2 SDRAM at 533MHz	1G2D	[311-5634]
Video Card	256MB NVIDIA® GeForce Go 7800	256NV	[320-4562]
Hard Drive	Free! 100GB 5400RPM SATA Hard Drive	100GBP	[465-1236]
			[412-0689]
			[420-4830]
			[420-4928]
			[420-5460]
Operating System (Office software not included)	Genuine Windows® XP Media Center Edition 2005	WMCE	[420-5476]
			[420-5755]
			[420-5924]
			[463-2282]
Network Card	Integrated 10/100 Network Card and Modem	INTNIC	[430-0493]
Adobe Software	Adobe® Acrobat® Reader 6.0	ADOBER	[430-1048]
Combo/DVD+RW Drives	8x CD/DVD burner (DVD+/-RW) with double-layer DVD+R write capability	8XDVDRW	[313-3866]
Sound Card	Integrated Sound Blaster® Audigy® ADVANCED HD Audio	SBAHD	[420-5775]
Wireless Networking Cards	Dell Wireless 1390 802.11g Mini Card (54Mbps)	TM1390	[313-4218]
Office Software (not included in Windows XP)	No productivity suite- Corel WordPerfect word processor only	ICOREL	[430-1518]
Anti-Virus/Security Suite (Pre-installed)	No Security Subscription	NS	[412-0803]
Primary Battery	80 WHr 9-cell Lithium Ion Primary Battery	9BAT	[412-0850]
			[312-0374]
			[950-3337]
Hardware Warranty	1Yr Ltd Warranty, 1Yr Mail-In Service, and 1Yr HW Warranty Support	ST111RR	[950-9057]
			[960-6890]
			[960-6910]

Print

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Dial-Up Internet Access	6 Months of America Online Membership Included	AOLDHS	[983-2207] [412-0687] [412-0787] [420-3224] [420-5256] [464-9630]
Miscellaneous	Award Winning Service and Support	E1705S2	
Mobile Broadband	No Broadband Expresscard technology is available in the market now	NOBB	[465-0505]
Operating System Re-Installation CD	Genuine Windows® XP Media Center 2005 Edition re-installation CD	MCEMED	[310-7149]
Media Center Enhancements	TV Tuner w/ Remote Control	TVT2	[320-4257] [412-0856]
Dell Digital Entertainment	Starter Entertainment Pack - Basic digital Music, Photo and Game experience	SEP	[412-0865]

\$750 off \$1999+ Inspiron (before tax, restocking fees, shipping, and handling) - \$750.00
 Expires on 2006-05-18 10:59:59

ADDITIONAL DISCOUNTS AND COUPONS

Dell Home Customers: Free Ground Shipping on Dell Inspiron System orders! - \$49.00
 Expires on 2006-05-18 11:59:59

Sub-Total	\$1,371.00
Shipping Discount	-\$49.00
Shipping	\$ 0.00
Tax	\$82.27
Total	\$1,453.27

☐ Dell Inspiron System

☐ Dell Inspiron System

Dell Home Systems currently collects tax on orders delivered to every state except: Colorado, D.C., Indiana, Iowa, Louisiana, Massachusetts, New Mexico, South Dakota and Vermont. For shipments to these states, tax relates to the third party service contract only. The purchaser is responsible for remitting any uncollected tax on their order directly to the local taxing authorities.

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